

3-0030

THIS DOES NOT
CIRCULATE

CONTRACT

Between

TOWN OF KEARNY

and

KEARNY POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 21

January 1, 1976 - December 31, 1978

LIBRARY
Institute of Management and
Labor Relations

Oct 1, 1978

RUTGERS UNIVERSITY

W. 11.1

PBA CONTRACT - INDEX

		<u>PAGE</u>
ARTICLE I	RECOGNITION AND SCOPE OF AGREEMENT	1
ARTICLE II	COLLECTIVE BARGAINING PROCEDURE	2
ARTICLE III	CONDUCTING UNION BUSINESS	3
ARTICLE IV	DISCRIMINATION AND COERCION	4
ARTICLE V	PAY TREATMENT FOR EXTENDED ILLNESS	5
ARTICLE VI	UNION SECURITY	6
ARTICLE VII	MANAGEMENT OF TOWN AFFAIRS	6
ARTICLE VIII	HOURS OF WORK AND WORK SCHEDULE	6
ARTICLE IX	OVERTIME	7
ARTICLE X	MUSTER TIME PAY ALLOWANCE	9
ARTICLE XI	MINIMUM PAY - CALL IN TIME	9
ARTICLE XII	MINIMUM PAY - COURT OR OTHER APPEARANCES	10
ARTICLE XIII	VACATION	10
ARTICLE XIV	PERSONAL DAYS	12
ARTICLE XV	DEATH IN FAMILY	12
ARTICLE XVI	HOLIDAYS	12
ARTICLE XVII	HOSPITAL, MEDICAL AND LIFE INSURANCE	13
ARTICLE XVIII	CLOTHING ALLOWANCE	14
ARTICLE XIX	LIABILITY INSURANCE	14
ARTICLE XX	BULLETIN BOARD	15
ARTICLE XXI	PENSIONS	15
ARTICLE XXII	VACANCIES	15
ARTICLE XXIII	DISCHARGE OR SUSPENSION	16
ARTICLE XXIV	GRIEVANCE PROCEDURE	16
ARTICLE XXV	ARBITRATION	18
ARTICLE XXVI	WAGES	19
ARTICLE XXVII	LONGEVITY	20
ARTICLE XXVIII	PARITY	21
ARTICLE XXIX	SCHEDULES FOR PAYMENT OF CERTAIN BENEFITS	22
ARTICLE XXX	ACCESS TO PERSONNEL FILES	22
ARTICLE XXXI	TERMINAL LEAVE	23
ARTICLE XXXII	HOUSEHOLD MEMBER ILLNESS	23
ARTICLE XXXIII	TRAINING SCHOOLS	23
ARTICLE XXXIII(a)	EDUCATIONAL BENEFITS	24
ARTICLE XXXIV	DETECTIVE BUREAU	25
ARTICLE XXXV	REIMBURSEMENT OF TRAVEL EXPENSES	25
ARTICLE XXXVI	NIGHT HAZARD DIFFERENTIAL	25
ARTICLE XXXVII	DISCIPLINARY HEARINGS, RIGHTS OF POLICE OFFICERS	26
ARTICLE XXXVIII	ACTING CAPACITY	27
ARTICLE XXXIX	DURATION	27
ARTICLE XXXX	RETROACTIVITY	28

This general agreement made and entered into on this
3rd day of December, 1977, by and between the
TOWN OF KEARNY, a municipal corporation in the County of Hudson,
hereinafter referred to as the "Employer" and KEARNY POLICEMEN'S
BENEVOLENT ASSOCIATION, Local 21, hereinafter referred to as the
"Union" or the "P.B.A."

WHEREAS, the parties hereto have carried on collective
bargaining negotiations for the purpose of developing and conclu-
ding a general agreement covering wages, hours of work and other
conditions of employment;

NOW THEREFORE, in consideration of these premises and
mutual agreements herein contained, the parties hereto agree with
each other with respect to the employees of the Employer recog-
nized as being represented by the Union as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognized the Union as the sole
and exclusive representative of all the employees in the bargain-
ing unit as defined in Article I, Section 2, herein for the pur-
poses of collective bargaining and all activities and processes
relative thereto.

Section 2. The bargaining unit shall consist of all sworn employ-
ees or members of the Police Department of the Town of Kearny,
New Jersey, now employed or hereafter employed, except the Police
Chief, Deputy Chiefs and Inspector.

Section 3. This agreement shall govern all wages, hours and
other conditions of employment herein set forth.

Section 4. This agreement shall be binding upon the parties hereto and their successors.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the Union, or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at the times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. Ordinarily, not more than nine (9) additional representatives of each party shall participate in collective bargaining meetings.

Section 5. No representative of the employer shall meet with any member of the bargaining unit other than an authorized representative of the P.B.A. nor shall any member of the bargaining unit, without specific authority by the P.B.A., meet with a representative of the employer for the purpose of discussing wages, hours or conditions of employment or other matters which are properly subjects of collective bargaining between the parties without prior notification to the P.B.A. and the Town of

such meetings and without the presence at such meeting of a representative of the P.B.A. designated by the President of the P.B.A. and a representative of the employer.

The aforesaid provisions of Section 5 are not intended to prohibit, restrain, interfere with or affect in any way the collective bargaining process or labor management relations activities between the parties including, but not limited to, meetings and discussions between authorized representatives of employer and the P.B.A. during the term of this agreement, the grievance procedure set forth in this agreement and any other meetings or discussions required under this agreement or necessary to proper implementation of performance of the terms of this agreement.

ARTICLE III

CONDUCTING UNION BUSINESS

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay each for a maximum of four (4) meetings.

Section 3. The Employer agrees to grant the necessary time off without loss of pay to the members of the Union selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

Section 4. The Employer shall grant time off without loss of pay to the President of the Union and the Legislative Delegate to the N.J. State P.B.A. or their designees to conduct P.B.A. business and to attend State P.B.A. functions which require their attendance. The Employer further agrees that said official shall be granted time off without loss of pay to attend, in an official capacity as representatives of the Kearny P.B.A. Local #21, funerals for any member of the Kearny Police Department who dies while in active service and other police officers who have given their lives in the line of duty. Nothing herein shall prevent the Chief of Police from allowing said time off in his discretion for attendance at funerals of retired members of the Kearny Police Department.

Section 5. The President of the P.B.A. shall be assigned to a permanent day assignment during his term in office as P.B.A. President unless he personally waives such assignment in writing.

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color or national origin..

ARTICLE V

PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. The Employer agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

Section 2. The Employer retains the right to extend this period of payment for disability due to illness or injury beyond one year at its own discretion.

Section 3. The Employer may require at any time during the period of such extended disability as described in Section 2., above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 4. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this agreement; ie, the Employer and the Union.

Section 5. The cost of providing a doctor's certificate to establish the existence or extent of disability as may be required under this article shall be borne by the Employer.

Section 6. Whenever a member of the bargaining unit is injured in the course of his employment, the cost of all medical treatment required as a result of such injuries shall be paid by the Employer provided, however, that such medical treatment is provided or directed by a physician of the Employer's choice.

ARTICLE VI
UNION SECURITY

Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Police Department initiation fees, dues and assessments as required by the P.B.A. By-Laws and other Union rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Union official monthly on a regular recurring basis.

ARTICLE VII
MANAGEMENT OF TOWN AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this agreement, is vested in and retained by the Employer exclusively.

ARTICLE VIII
HOURS OF WORK AND WORK SCHEDULE

Section 1. The work day shall consist of not more than eight consecutive hours in a twenty-four hour period, except as mutually agreed to by the parties.

Section 2. The tours of duty shall continue as they are currently in force. Tour men shall work tours of four consecutive work days followed by two days off. All non-tour men shall work a regular five day week, or in accordance with the parties in effect as of this date.

ARTICLE IX

OVERTIME

Section 1. The Employer agrees that overtime pay consisting of time and one half shall be paid to all employees covered by this agreement for overtime work; ie, hours worked in excess of the regular work day consisting of eight consecutive hours in a twenty-four hour period or hours worked on his regularly scheduled day off, or during scheduled vacation periods.

Section 2. When an employee is required to work overtime for overtime pay, he shall be paid for a full hour for any portion of an hour worked at the prevailing overtime rate as set forth in Section 1, above.

Section 3. Employees who work overtime and are entitled to overtime pay as provided in Section 1 of this Article, shall be paid such overtime pay in the wages for the pay period next following the pay period when such overtime is worked.

Section 4A. There is hereby recognized the following areas of patrolman specialty assignment.

1. Detective
 2. Record Bureau specialist
 3. A.P.B. specialist
 4. Patrol Division specialist
- and
5. Ambulance Operator

B. When there is a requirement for the call-in of a patrolman member of this unit for overtime work in a tour of duty in any of the aforesaid specialty assignments, the Employer shall offer such overtime work to tour men assigned to the specialty if available to work such specialty assignments in the order of seniority in rank on a rotating basis.

C. Where there is a requirement for the call-in of a superior officer member of this unit for overtime work on tour duty, the Employer shall offer such overtime work to tour duty superior officers in the order of seniority in rank on a rotating basis.

D. Where the Employer has offered call-in overtime work to tour duty patrolmen specialists and tour duty superior officers in the manner described in 4. A, B and C, above, and is unable to assign such call-in overtime work to such tour duty personnel, then and in that event, the Employer shall offer such call-in overtime work to all members of the unit who are qualified to perform such specialty assignments by reason of past experience, on the basis of seniority in rank on a rotating basis.

Section 5. Where there is a requirement for the call-in of a member of this unit for overtime work in the Traffic Division the Employer shall offer such overtime work to members assigned to the Traffic Division in the order of seniority in rank on a rotating basis. If no such Traffic Division members are available, the offer shall be made to all members of this unit on a rotating seniority basis.

Section 6. All other overtime work shall be offered to members of this unit on the basis of seniority in rank and on a rotating basis.

Section 7. Subject to the above provisions, overtime work shall be offered and distributed in an equitable manner among all members of this unit.

Section 8. The union may prepare a master seniority list covering all employees in the bargaining unit and in addition to such master seniority may prepare and maintain seniority lists for the following specialists and ranks:

1. Sergeant
2. Lieutenant
3. Captain
4. Detective
5. Record Bureau
6. A.P.B.
7. Patrol Division
8. Traffic Division
9. Ambulance Operator

ARTICLE X

MUSTER TIME PAY ALLOWANCE

It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report fifteen (15) minutes in advance of the tour starting time. In accordance with this recognition, overtime pay as provided for in Article IX entitled Overtime above shall not be paid for the fifteen minute muster time period, but each employee shall be paid the sum of \$230.00 annually, in addition to his regular pay and other benefits, which shall be known as muster time pay. Except for such muster time pay, all employees who work overtime shall be paid at the prevailing overtime rates as set forth in Article IX entitled Overtime.

ARTICLE XI

MINIMUM PAY - CALL IN TIME

In the event an employee is called in to duty for other than his normal assignment or at times or on days during which he is not regularly scheduled for duty, he shall be paid overtime at the prevailing rate as set forth in Article IX entitled Overtime for all time worked during such period, but in no such

case shall he be paid for less than three (3) hours at said overtime rate irrespective of actual time worked.

ARTICLE XII

MINIMUM PAY - COURT OR OTHER APPEARANCES

In the event an employee is required to appear in any Court of this State, any other State or in any Federal Court or before any administrative tribunal or grand jury as a witness or otherwise at a time or on a day when said employee is not working or scheduled to work in connection with a matter arising out of his employment as a police officer, the employee shall be paid a minimum of three (3) hours pay each day, as set forth in Article XI entitled Minimum Pay-Call in Time, above, at the prevailing overtime rate set forth in Article IX entitled Overtime, and a maximum of four (4) hours pay each day at the said prevailing overtime rate, irrespective of actual time in attendance before such Court or Tribunal.

ARTICLE XIII

VACATION

Section 1. All employees covered by this agreement who have completed three (3) or more years of service shall receive five (5) weeks vacation with pay annually. Such employees entitlement shall be effective for the year during which the third year of employment is completed.

Section 2. All employees covered by this agreement who have been employed for more than one (1) year but less than three (3) years shall receive fifteen calendar days of vacation with pay annually. Such employees entitlement shall be effective for the year during which his first year is completed.

Section 3. All employees who have not concluded one (1) years employment shall receive one days vacation for each month of employment during the first calendar year of employment.

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following conditions shall be observed, in such scheduling:

- (a) Employees desiring specific vacation periods during the months of January through June must request such vacation periods by January 1st. Employees desiring vacation periods during the months of July through September must request such vacation by March 15th and employees desiring vacation periods during the months of October through December must request such vacation by June 1st. Request for vacation periods, shall not be unreasonably denied and the employer shall approve or reject such request within a reasonable time after the time within which such request must be made in accordance with this contract. In determining the allocation of requested vacation periods, seniority in rank shall govern.
- (b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time.
- (c) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.
- (d) No employee shall be assigned more than two (2) weeks vacation during June, July and August.
- (e) Vacation periods shall be scheduled from January 1st through December 31st of each calendar year except that during the period December 15th through December 31st of each calendar year only one (1) superior officer (Sergeant, Lieutenant or Captain) and two (2) Patrolmen shall be permitted to take vacation during each week of such period and the selection of the superior officers and patrolmen shall be based upon seniority, as a superior officer or a patrolman, which shall rotate from year to year; ie, an eligible police officer (superior officer or patrolman) shall not be permitted to take more than one week vacation during this period, December 15th through December 31st, until all other superior officers and

patrolmen have been given an option to take such vacation period and have taken such option or refused such option.

- (f) Employees shall be able to start their vacation on any day of their choosing.

ARTICLE XIV

PERSONAL DAYS

All employees covered by this agreement shall be entitled to four (4) days off as personal days off in single days or any combination of consecutive days totalling four (4) days provided, however, that:

- (a) Three (3) of such days shall be charged as vacation days;
- (b) Notice is given of such personal day or days off at least 72 hours in advance of the day or days off except in cases of emergency where 72 hours notice cannot be given and in such emergency cases maximum notice possible under the circumstances shall be given unless in extreme emergencies, no notice can be given.
- (c) Such personal days off may precede or succeed regular days off or other authorized non-work days.

ARTICLE XV

DEATH IN FAMILY

The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to exceed four calendar days beginning with the date of death of spouses, children, brothers, sisters, mothers, fathers, mothers-in-law or fathers-in-law, grandparents of employee or spouse, or any member of employees household.

ARTICLE XVI

HOLIDAYS

Section 1. The following shall be recognized as paid holidays

under this Agreement, for the years 1976, 1977 and 1978:

New Years Day	Labor Day
Washington's Birthday	Election Day (General)
Lincoln's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
July 4th (Independence Day)	Employee's Birthday

All days declared as holidays by federal, state or municipal authorities.

Section 2. It is recognized by both parties that employees of the Police Department may not be reason of Departmental business enjoy the aforesaid holidays, except the employee's birthday as set forth in Section 4, by not working on those dates. Therefore, in lieu of the holiday itself, such employee will receive a full days pay. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on the next scheduled working day.

Section 3. Each employee may observe his birthday by not working on such day after having given seventy-two (72) hours notice and in such case shall be paid for such day at his regular rate of pay. In the event an employees birthday falls on a day upon which the employee is not scheduled to work, he may observe such holiday after notice on the next work day after the date upon which his birthday falls. In the event the employee elects to work on his birthday, the employee shall be paid for his birthday in the same manner as other holidays.

ARTICLE XVII

HOSPITAL, MEDICAL AND LIFE INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including

Rider "J" for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide major medical insurance to all employees and their dependents.

Section 2. The Employer further agrees to provide, at no cost, to all retired employees who have been, prior to retirement, employees covered by this Agreement, and to their spouses and dependents, full Blue Cross and Blue Shield coverage, including Rider "J" benefits and major medical insurance.

Section 3. The Employer agrees to provide, at no expense to the employees a Five Thousand Dollar (\$5,000.00) Life Insurance Policy for all employees covered by this Agreement.

Section 4. The employer shall contribute \$163.00 per year per member for each year of this contract commencing 1/1/77 toward a dental program which shall be the presently existing dental program furnished to the Employer by New Jersey Dental Plan.

ARTICLE XVIII

CLOTHING ALLOWANCE

A clothing allowance in the amount of \$325.00 shall be paid annually for the years 1976, 1977 and 1978 by the Town of Kearny to all employees covered by this Agreement.

ARTICLE XIX

LIABILITY INSURANCE

The Employer agrees to provide liability insurance coverage in an adequate sum covering its employees who are covered by this Agreement during the performance of their duties.

ARTICLE XX
BULLETIN BOARD

The Employer shall permit the Union reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning Union business and activities, but no such notice shall contain salacious, inflammatory or anonymous material.

ARTICLE XXI
PENSIONS

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XXII
VACANCIES

Section 1. In the event of vacancies in the ranks of Captain, Lieutenant and Sergeant, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies shall be filled within sixty (60) days of the effective date from the existing Civil Service lists.

Section 2. If no Civil Service list for each of the ranks enumerated in Section 1. above exists at the time of the vacancy, the Employer shall request or call for such test within thirty days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of a list resulting from the said test.

Section 3. The Town reserves the right to create a table of organization of Police Department personnel by ordinance which shall set forth the number of Captains, Lieutenants, and Sergeants that the Police Department shall have in its force. The Town also reserves the right to amend such table of organization as it deems necessary to so do in the best interest of the Town of Kearny.

Section 4. Where vacancies in the ranks of Captain or Lieutenant are filled pursuant to Section 1. and Section 2. of this article, vacancies created in lower rank, by reason of such filling of vacancies, shall be filled from existent Civil Service lists for such lower ranks simultaneously with the filling of vacancies in the higher ranks.

Section 5. When a Civil Service list expires in the ranks of Captain, Lieutenant or Sergeant, a new test shall be called for such rank within thirty (30) days of the expiration of the list for said rank.

ARTICLE XXIII

DISCHARGE OR SUSPENSION

No employees shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

ARTICLE XXIV

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order

to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the Complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Union or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or no answer has been received by the Union within the time set forth in Step 1, the grievance may be presented in writing to the Mayor and Town Council. The final decision of the Mayor and Town Council shall be given to the Union in writing within fourteen (14) days after the receipt of the grievance by the Mayor and Town Council.

Section 4. If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Mayor and Town Council has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance in accordance with Article XXV, Arbitration, hereinafter set forth.

Section 5. Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

ARTICLE XXV

ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

Section 4. The decisions of the Arbitrator shall be final and binding on the Union and the Employer.

Section 5. Where an Employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

ARTICLE XXVI

WAGES

Section 1. The following salary schedule shall be effective for the period commencing January 1, 1976 and ending December 31, 1978 and salaries shall be paid in accordance therewith:

January 1, 1976-December 31, 1976

<u>Rank</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Patrolman	\$12,577.	\$13,220.	\$13,470.	\$13,729.
Sergeant	\$15,740.			
Lieutenant	\$17,282.			
Captain	\$18,978.			

January 1, 1977-December 31, 1977

<u>Rank</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Patrolman	\$13,477.	\$14,120.	\$14,370.	\$14,629.
Sergeant	\$16,640.			
Lieutenant	\$18,182.			
Captain	\$19,878.			

January 1, 1978-December 31, 1978

<u>Rank</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Patrolman	\$14,477.	\$15,120.	\$15,370.	\$15,629.
Sergeant	\$17,640.			
Lieutenant	\$19,182.			
Captain	\$20,878.			

Section 2. Each police officer serving as a detective shall receive in addition to his wages as set forth in Section 1 of this Article above, the following increment:

Patrolman	\$300.00
Sergeant	310.00
Lieutenant	325.00
Captain	350.00

ARTICLE XXVII

LONGEVITY

Section 1. Effective January 1, 1976. each employee covered by this Agreement shall be paid annually in addition to the rates of pay set forth in Article XXVI herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

YEARS OF SERVICE

PERCENTAGE OF SALARY

5 to 9	2
10 to 14	4
15 to 19	6
20 to 24	8
25 and over	10

Section 2. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his employment falls and such longevity shall be due and payable on the 1st day of January of the calendar year in which his anniversary date falls and thereafter on January 1st of each successive year.

ARTICLE XXVIII

PARITY

There shall be parity between employees of the Police Department and Fire Department of the Town of Kearny as to wages and other fiscal benefits received during the calendar years 1976, 1977 and 1978. In the event employees of the Fire Department receive increases in fiscal benefits consisting of wages, hours or other benefits of a monetary value for the years 1976, 1977 and 1978, in excess of the increases granted hereunder to the Kearny Police Department for the calendar years 1976, 1977 and 1978, the employees covered under this Agreement shall receive from the Employer an amount equivalent to that excess paid to the employees of the Fire Department. Nothing in this Article shall be construed to cause a reduction in fiscal benefits as heretofore or hereinafter provided in this Agreement for the years 1976, 1977 and 1978.

ARTICLE XXIX

SCHEDULES FOR PAYMENT OF CERTAIN BENEFITS

The Employer shall pay certain of the contractual benefits required under this Agreement in accordance with the following schedule:

(a) Clothing allowance shall be paid in full on the first payday in May of each year.

(b) Payment for holidays shall be made on the third payday in June of each year as to one-half of the paid holidays and on the second payday in December of each year as to the remaining one-half of the paid holidays.

(c) Muster-time pay shall be paid on the first payday in September of each year.

(d) Longevity increments shall be paid on the first day of January of each year.

(e) Night hazard differential pay shall be paid on the second payday in December of each year.

(f) Retroactive payment of all fiscal benefits provided for under this Agreement for the years 1976 and 1977, including but not limited to wages and the benefits scheduled for payment under this Article, shall be paid as soon as possible after execution of this Agreement but no later than December 5, 1977.

ARTICLE XXX

ACCESS TO PERSONNEL FILES

The Employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least once during each calendar year upon request by the employee.

The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The Employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file.

ARTICLE XXXI

TERMINAL LEAVE

Each employee covered by this Agreement shall be entitled to and granted terminal leave of forty-five (45) days with pay at the time of his retirement. Such leave may be taken for purposes of early retirement or an employee may work until retirement at which time he shall be entitled to a terminal leave payment equivalent to forty-five (45) days pay.

ARTICLE XXXII

HOUSEHOLD MEMBER ILLNESS

Employees covered by this Agreement shall be granted leave without loss of pay up to a maximum period of five (5) working days in cases where a member of the employee's household is seriously ill or has given birth to a child, provided the employee has no unused vacation time remaining during the calendar year in which the illness or birth occurs.

ARTICLE XXXIII

TRAINING SCHOOLS

Employees who attend Police Training Schools and are required by such attendance to remain overnight away from home,

shall be paid the sum of twenty (\$20.00) dollars per day during such attendance for expenses. In addition thereto such employees will be entitled to receive reimbursement for travel expenses as provided for in this Agreement. Employer agrees not to discriminate in the assignment of members to training schools and to assign said members in accordance with the professional needs of the Kearny Police Department.

ARTICLE XXXIII(a)

EDUCATIONAL BENEFITS

The employer agrees to pay the cost of educational benefits for educational courses taken by employees which constitutes a benefit to and which are directly related to his employment activities, subject however to the following limitations.

(a) Courses must be taken at an accredited college or university.

(b) Payment will be made at a maximum of \$25.00 per credit.

(c) Payment for the cost of books shall not exceed \$40.00 per year.

(d) Payment shall be made in the form of reimbursement to the employee at the rate of 20% per year of said reimbursement costs, as herein above defined.

(e) The employer shall deduct from said reimbursement cost any federal grant and aid funds which have been received by employee, but federal grant and aid shall not include veterans benefits.

ARTICLE XXXIV

DETECTIVE BUREAU

Effective on the date of the execution of this Agreement, no employee shall be assigned to the Detective Bureau who has not completed five (5) years of service as a police officer.

ARTICLE XXXV

REIMBURSEMENT OF TRAVEL EXPENSES

In the event an employee is required to use his automobile to travel on business relating to his duties as a police officer, including but not limited to travel to and from court appearances and to and from training schools, such employee shall receive fifteen cents (\$.15) per mile for automobile use together with reasonable parking costs and toll fees.

ARTICLE XXXVI

NIGHT HAZARD DIFFERENTIAL

Commencing January 1, 1978 there shall be paid a night hazard differential to all employees working the third shift. The amount of night hazard differential shall equal the total amount of money budgeted for said night hazard differential during calendar year 1977 divided by the number of employees actually working said night shift during 1978.

The names of the employees to receive said night hazard differential and the amounts to be paid to each employee shall be based on the number of night hours worked by said employee during the calendar year 1978 and the names and said amounts shall be furnished to the employer during December 1978.

ARTICLE XXXVII

DISCIPLINARY HEARINGS, RIGHTS OF POLICE OFFICERS

In the event any member of the unit is or may become the subject or target of an investigation which may subject such member to discipline or a disciplinary hearing, the parties agree that, for the purpose of insuring that the investigations are conducted in a manner which is conducive to good order and discipline and protective of the rights of employees, the following rules are adopted:

(a) The members shall be given written notice of the charges together with the name of the complainant a reasonable time before any interrogation takes place or written or oral report is required.

(b) If an interrogation of a member is to take place or if a member is required to file a written or oral report, he shall be advised as to whether such interrogation or report is required of him as a witness or as a potential target of an investigation.

(c) If a charge is brought against a member of the unit, a hearing on the charge must be brought within 60 days of the date the written notice of the charges is received by the member.

(d) The member shall have the right to legal counsel of his choice.

(e) The member shall have the right of discovery and production of documents from the Town without limitation.

(f) The member shall have the right to refuse to take polygraph or similar type lie detector equipment without fear of departmental discipline for such refusal.

(g) The member shall have the right to refuse to testify at his disciplinary hearing without fear of departmental

discipline for such refusal.

(h) The member shall have the right to refuse in any way to prepare or give written or oral reports in connection with any matter in which the said member may be the target of an investigation leading to a disciplinary charge and proceeding without fear of departmental discipline for such refusal in any case where a report has already been filed relating to such matter or in any case where the matter under investigation relates to the private conduct only of the police officer while not on duty.

ARTICLE XXXVIII

ACTING CAPACITY

In the event one or more of the superior officers of the department is unable to report for duty and cannot be replaced through the system provided for in the Article of this agreement entitled "Overtime", then in such cases:

(1) When a Captain is not available, the senior lieutenant on duty shall be assigned as acting Captain and be paid the wages of a Captain for such period.

(2) When a Lieutenant is not available, a Sergeant on duty in order of seniority shall be assigned as Acting Lieutenant and be paid the wages of a Lieutenant for such period.

(3) When a Sergeant is not available, the senior Patrolman on duty available shall be assigned as Acting Sergeant and shall be paid the wages of a Sergeant for such period.

ARTICLE XXXIX

DURATION

Section 1. This Agreement shall be in effect from the 1st day of January 1976 to and including the 31st day of December 1978.

Section 2. At least fifty (50) days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new Collective Bargaining Agreement. .

ARTICLE XXXX

RETROACTIVITY

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1976 shall be retroactive to January 1, 1976, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of December, 1977.

ATTEST:

TOWN OF KEARNY

BY: [Signature]

ATTEST:

KEARNY LOCAL 21,
POLICEMEN'S BENEVOLENT
ASSOCIATION

BY: [Signature]